

HALLMARK

RESORT NEWPORT

HALLMARK RESORT * 744 S.W. ELIZABETH * NEWPORT, OR 97365
(541)265-2600 * RESERVATIONS 1-855-391-2484 * FAX (541) 265-9449

January 22, 2016

Mark McConnell
Newport/ Mombetsu 50th Anniversary Banquet
541-270-1313
mcconn@charter.net

Dear Mark,

Thank you for selecting the Hallmark Resort in Newport, Oregon to host the **Newport/Mombetsu 50th Anniversary Banquet**. It is our pleasure to submit this Letter of Agreement for the dates of **May 20, 2016**. Upon the return of this signed Letter of Agreement, the Hallmark Resort will reserve on a definite basis the following meeting accommodations.

SPECIAL GROUP RATES:

Room Type	Rate
Traditional Single Queen Oceanfront Guestroom	\$129
Traditional Two Queen Oceanfront Guestroom	\$139
Limited Edition Two Queen Oceanfront Guestroom	\$159
Limited Edition King Spa Oceanfront Guestroom	\$179

- **Cut-off date 30 days prior**
- **Rates based on availability**

EVENT DETAILS:

Meeting Agenda:

Date of Event	Time	Event/Location	# of People
Fri, May 20th, 2016	6:00pm – 9:00pm	Banquet/Salon & Lower Lobby	75-100

Meeting Room Fees:

Meeting Space	Room Rental Rate	Set-Up Fee	Total
Salon/Lower Lobby	N/A	\$150.00	<u>\$150.00</u>

Charges:

- It is our understanding that **Newport/Mombetsu 50th Anniversary Banquet** will provide **\$2000.00** in food and beverage revenue. Should **Newport/Mombetsu 50th Anniversary Banquet** fall short of the expected food and beverage revenue, the remaining amount will be charged as a room rental fee.
- Group may supply donated seafood items through approved licensed vendors.
- No-Host bar revenue will not be included in the food and beverage minimum.
- Extensive set ups, such as last minute changes, bed removals and extra labor may result in additional set up fees.
- There will be a 20% service charge added to all F&B, excluding no-host bars.
- Corkage Fees: \$1 per 12 oz bottle beer, \$2 per 22 oz bottle beer, \$100 per keg of beer, \$10 per 750 ml bottle of wine and \$20 per 1.5L bottle of wine.

Meeting Space: Additional meeting space may be assigned as needed and/or available. The Hallmark reserves the right to assign meeting/function space based on the final program and attendance. The Hallmark may reassign such meeting/function space which will most appropriately accommodate the group. Hallmark will notify the group prior to reassigning the space.

Damage Clause: All displays, banners or exhibits of any kind must conform to the City Code fire ordinance rules. The Hallmark Resort will not permit the affixing of anything to the walls, floors or ceilings of rooms with nails, staples, or any substance unless the Sales & Catering Department gives consent in writing. In the event this is done without our authorization and any damage is suffered, the cost of repair and/or replacement will be billed to the patron.

Group & Individual Conduct: The Hallmark requires group and individuals within the group to be considerate of all Hallmark guests and employees in all locations of the facility. This includes Georgies Beachside Grill. This conduct includes maintaining a publicly acceptable behavior, including, but limited to refraining from excessive noise, swearing, leaving pets unintended in guest rooms, and overall misconduct. **Newport/Mombetsu 50th Anniversary Banquet** will be fully responsible and liable for any and all negligent, wrongful, or harmful actions that causes damage or injury to hotel's real or personal property. Such damage will be assessed at replacement value and the **Newport/Mombetsu 50th Anniversary Banquet** will be responsible for assisting in collection of damages, including any collection agency and/or attorney fees.

Food and Beverage: Please provide 1 contact person to arrange details of this event. This person will work closely with our Director of Catering to assure all details of the event are planned efficiently. Your contact person will also be introduced to the Banquet Captain upon arrival. Our Director of Catering, Beki Hueth, will be in contact with you closer to your arrival date to make final arrangements. Please feel free to contact her at: 1-541-574-6855 or email at beki@hallmarkinns.com. The Chef will prepare 5% over the guaranteed number and charge **Newport/Mombetsu 50th Anniversary Banquet** for the actual number attending or the guaranteed number, whichever is greater.

Newport/Mombetsu 50th Anniversary Banquet will have menu choices to the Hallmark 30 days prior to arrival. **Newport/Mombetsu 50th Anniversary Banquet** must guarantee the number of persons attending all banquet functions at least 72 hours prior to the function.

Group Cancellation: A cancellation of the entire **Newport/Mombetsu 50th Anniversary Banquet** received after **Signing of Contract** will result in the billing of the food and beverage minimum or set up fee, whichever is greater. Should **Newport/Mombetsu 50th Anniversary Banquet** cancel within 30 days of event date, **Newport/Mombetsu 50th Anniversary Banquet** will be charged both the food and beverage minimum and the set up fee.

Force Majeure: Should events beyond either party's control, such as acts of God, terrorism, war, or government regulation, make it impossible for either party to fulfill the terms of this contract, this agreement shall be terminated without prejudice.

Payment: It is our understanding that **Newport/Mombetsu 50th Anniversary Banquet** will be paying by **Direct Bill**. Balance will be charged net 30 from date of invoice if paying by Direct Bill or Purchase Order.

Late Charge: If any payment required by this Agreement is not paid when due, Hallmark may elect to impose a late charge of 1 ½ % of the overdue payment for each month or portion thereof payment remains past due, to reimburse Hallmark for the costs of collecting the overdue payment. The late charge is due upon demand by Hallmark.

Responsibilities: It is the responsibility of **Mark McConnell** to instruct and inform arriving guests of the provisions of this contract. Failure to do so may result in disputes which will be resolved in favor of the Hallmark.

Mandatory Arbitration: Any controversy or claim arising out of or relating to this Agreement, including the making, performance, or interpretation of this Agreement, shall be settled by arbitration. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon by Arbitration Services of Portland, Inc., or a similar service group. The arbitration shall be held before a single arbitrator. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

Attorney Fees: If any suit or action is filed, or arbitration is commenced, by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of the suit or action as fixed by the trial court or awarded by the arbitrator, and if any appeal is taken from the decision of the trial court or arbitrator, reasonable attorney fees as fixed by the appellate court, and if any petition on review is taken from the decision of the appellate court, reasonable attorney fees as fixed by the higher court.

Mark, if this Letter of Agreement meets with your approval and you would like to secure the space on a definite basis, please sign and return this Letter of Agreement to us by **February 29, 2016**.

Should any changes be made to this Letter of Agreement without prior notice to the hotel, the hotel reserves the right to re-issue this Letter of Agreement with the requested changes. If you have any questions or concerns, please feel free to contact us directly at 541-265-2600.

Thank you again for selecting **The Hallmark Resort in Newport**! On behalf of the entire staff, we look forward to serving you.

Beki Hueth, Director of Catering

Date



02/06/16

Spencer R. Nebel, City Manager of the City of Newport

Date

Payment: It is our understanding that **Newport/Mombetsu 50th Anniversary Banquet** will be paying by **Direct Bill**. Balance will be charged net 30 from date of invoice if paying by Direct Bill or Purchase Order.

Late Charge: If any payment required by this Agreement is not paid when due, Hallmark may elect to impose a late charge of 1 ½ % of the overdue payment for each month or portion thereof payment remains past due, to reimburse Hallmark for the costs of collecting the overdue payment. The late charge is due upon demand by Hallmark.

Responsibilities: It is the responsibility of **Mark McConnell** to instruct and inform arriving guests of the provisions of this contract. Failure to do so may result in disputes which will be resolved in favor of the Hallmark.

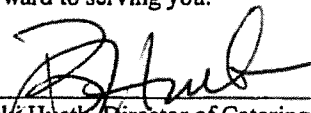
Mandatory Arbitration: Any controversy or claim arising out of or relating to this Agreement, including the making, performance, or interpretation of this Agreement, shall be settled by arbitration. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon by Arbitration Services of Portland, Inc., or a similar service group. The arbitration shall be held before a single arbitrator. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

Attorney Fees: If any suit or action is filed, or arbitration is commenced, by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of the suit or action as fixed by the trial court or awarded by the arbitrator, and if any appeal is taken from the decision of the trial court or arbitrator, reasonable attorney fees as fixed by the appellate court, and if any petition on review is taken from the decision of the appellate court, reasonable attorney fees as fixed by the higher court.

Mark, if this Letter of Agreement meets with your approval and you would like to secure the space on a definite basis, please sign and return this Letter of Agreement to us by **February 29, 2016**.

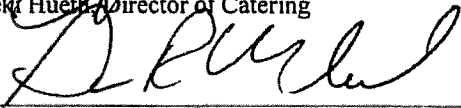
Should any changes be made to this Letter of Agreement without prior notice to the hotel, the hotel reserves the right to re-issue this Letter of Agreement with the requested changes. If you have any questions or concerns, please feel free to contact us directly at 541-265-2600.

Thank you again for selecting **The Hallmark Resort in Newport**! On behalf of the entire staff, we look forward to serving you.


Beki Hueth, Director of Catering

2.3.16

Date


Spencer R. Nebel, City Manager of the City of Newport

02/06/16

Date